# Exhibit A-3

Correspondence with Plaintiff

# **Kyle Pietrzak**

From: Leon <leonbruce81@yahoo.com>
Sent: Friday, July 26, 2024 1:01 AM

**To:** Kyle Pietrzak

**Subject:** Re: Plaintiff's Response to Trans Union, LLC first set of discovery - Bruce v. PenFed -

Request to Meet and Confer Regarding Supplementation of Discovery Responses

# 💢 External email >

O Contains topics of a financial nature >

Kyle,

Yes, I agree to the 7 day extension.

Leon Bruce

We opted out of any attempt by you to contract by electronic communication unless specifically agreed upon!

Best regards, Leon Bruce

Direct Line: 843-437-7901 Private Correspondence to intended party from: Leon Bruce

also known as Nelson leonbruce81@yahoo.com

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On Thursday, July 25, 2024 at 02:35:55 PM EDT, Kyle Pietrzak <kpietrzak@qslwm.com> wrote:

Good afternoon, Leon.

In light of the agreed extension of 7 days on submitting your Supplemental Discovery responses to Trans Union. Will you agree to a reciprocal extension of 7 days for Trans Union to file a Motion to Compel, if necessary. If you agree, Trans Union's Motion to Compel will now due no later than Monday, August 5, 2024.

Kyle Pietrzak Attorney at Law

Quilling, Selander, Lownds, Winslett & Moser, P.C. 214-871-2100 (Main) 214-560-5458 (Direct) 214-871-2111 (Fax)

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6900 N. Dallas Parkway Suite 800 Plano, TX 75024

**From:** Leon <leonbruce81@yahoo.com> **Sent:** Monday, July 1, 2024 3:20 PM **To:** Kyle Pietrzak <kpietrzak@qslwm.com>

Subject: Re: Plaintiff's Response to Trans Union, LLC first set of discovery - Bruce v. PenFed - Request to

Meet and Confer Regarding Supplementation of Discovery Responses

Kyle,

Yes, great speaking with you today. I consent to and confirm the time-frame presented in your email as discussed today to provide supplemental responses to Trans Union's 1st set of discovery to me and the extension of time for Trans Union to file a Motion to Compel.

Nelson L. Bruce

We opted out of any attempt by you to contract by electronic communication unless specifically agreed upon!

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Best regards, Leon Bruce

Direct Line: 843-437-7901 Private Correspondence to intended party from: Leon Bruce also known as Nelson <a href="mailto:leonbruce81@yahoo.com">leonbruce81@yahoo.com</a>

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On Mon, Jul 1, 2024 at 3:30 PM, Kyle Pietrzak

#### <kpietrzak@gslwm.com> wrote:

Good afternoon,

Thank you for our discussion earlier today. As agreed, without committing to any specific item, you will supplement some or all of your Initial Disclosures, Responses to Interrogatories, and/or Responses to Requests for Production by Monday, July 15, 2024. Once your supplemented responses are received, Trans Union will have until Monday, July 29, 2024, to file a Motion to Compel further responses if necessary.

Please confirm your agreement and let me know if I missed anything. If you have any questions, please feel free to contact me directly.

Sincerely,

#### Kyle Pietrzak Attorney at Law



214-871-2100 (Main) 214-560-5458 (Direct) 214-871-2111 (Fax)

#### Quilling, Selander, Lownds, Winslett & Moser, P.C.,

6900 N. Dallas Parkway Suite 800 Plano, TX 75024 E-mail: kpietrzak@gslwm.com Website: www.qslwm.com

From: Kyle Pietrzak

**Sent:** Monday, July 1, 2024 10:30 AM **To:** Leon < leonbruce81@yahoo.com >

Subject: RE: Plaintiff's Response to Trans Union, LLC first set of discovery - Bruce v. PenFed - Request to

Meet and Confer Regarding Supplementation of Discovery Responses

Good morning, Leon,

I hope you had a nice weekend. Thank you for making yourself available this afternoon to meet and confer. I plan on giving you a call around 3 PM your time. Please let me know if this time is no longer convenient for you.

Below is a summary of the specific discovery deficiencies I'd like to discuss with you:

#### 1. Rule 26 - Initial Disclosures

# 2. Interrogatories & Requests for Production - General Objections

o Objection to Confidential Information satisfied by protective order.

#### 3. Interrogatory #2

- o Damage calculations do not provide the method for determining the amount of actual damages.
- o Does not distinguish between alleged 2018-2019 damages and 2022-2023 damages.

#### 4. Interrogatory #3

O Does not specify what was inaccurate, who received the information, and when they received it.

# 5. Interrogatory #4

o TU is entitled to know what other credit you applied for/received, as this is relevant to your denied credit damages.

# 6. Interrogatory #6

Nonresponsive to Interrogatory.

# 7. Interrogatory #13

• Your income is relevant to your claims that you were denied credit. Potential creditors would likely have considered your income in their decision to approve/deny your credit applications.

#### 8. Interrogatory #15

• Your response does not provide a full description of your relationship with the PenFed accounts from inception to the present.

#### 9. Requests for Production #11, 15 & 16

 Your production of documents should include copies of all applications, correspondence, and statements from Capital One and any other creditors and potential creditors from the past 5 years.
 Most important are those creditors or potential creditors which form the basis of your complaint against Trans Union in this case.

I look forward to speaking with you.

Best regards,

From: Leon <leonbruce81@yahoo.com> Sent: Friday, June 28, 2024 3:34 AM To: Kyle Pietrzak <kpietrzak@gslwm.com>

Subject: Re: Plaintiff's Response to Trans Union, LLC first set of discovery - Bruce v. PenFed - Request to

Meet and Confer Regarding Supplementation of Discovery Responses

Kyle,

I'm available Monday the first of July between 2 and 5 p.m.

Nelson L. Bruce

We opted out of any attempt by you to contract by electronic communication unless specifically agreed upon!

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Best regards, Leon Bruce

Direct Line: 843-437-7901 Private Correspondence to intended party from: Leon Bruce also known as Nelson

leonbruce81@yahoo..com

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# 2:22-cv-02211-BHH-MGB Date Filed 08/05/24 Entry Number 230-4 Page 9 of 12

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On Thu, Jun 27, 2024 at 12:12 PM, Kyle Pietrzak

#### <kpietrzak@gslwm.com> wrote:

Request to Meet and Confer Regarding Supplementation of Discovery Responses and Extension of Deadline for Motion to Compel

Good afternoon, Leon,

I hope this letter finds you well.

Upon review of the initial disclosures and discovery responses provided you've provided; we have identified certain deficiencies and omissions that require supplementation. To resolve these issues without the need for court intervention, we request to meet and confer with you to discuss the necessary supplementation of your discovery responses.

We propose scheduling this meeting at a mutually convenient time within the next 7-10 days. Please provide your availability so that we can arrange this meeting accordingly. We believe that a cooperative discussion will facilitate the resolution of these outstanding issues.

Furthermore, in light of the potential need to file a Motion to Compel further responses should our meeting not resolve the outstanding discovery issues, we kindly request your stipulation to a 21-day extension for Trans Union to file such a motion. This extension will allow both parties adequate time to attempt to resolve the discovery matters without immediate court involvement.

Please confirm your agreement to this stipulation and provide your availability for the meet and confer meeting at your earliest convenience. Should you have any questions or require further information, do not hesitate to contact me directly.

Thank you for your attention to this matter. I look forward to your prompt response and to working collaboratively towards a resolution.

Sincerely,

# **Kyle Pietrzak** Attorney at Law



214-871-2100 (Main) 214-560-5458 (Direct) 214-871-2111 (Fax)

Quilling, Selander, Lownds, Winslett & Moser, P.C.,

6900 N. Dallas Parkway Suite 800 Plano, TX 75024 E-mail: <u>kpietrzak@gslwm.com</u>

Website: www.qslwm.com

From: Leon < leonbruce81@yahoo.com > Sent: Sunday, June 9, 2024 1:55 AM
To: Kyle Pietrzak < kpietrzak@qslwm.com > Cc: Wilbur Johnson < wjohnson@ycrlaw.com >

Subject: [EXTERNAL] - Re: Plaintiff's Response to Trans Union, LLC first set of discovery - Bruce v. Pentegon

Federal Credit Union, et al. case no. 22-cv-02211

My apologies for the late response, I thought I had sent this Friday but it doesn't look like it went through. Please see attached plaintiff's response to Trans Union, LLC first set of Discovery. A hard copy will be sent out first class mail. The link to download discovery documents is below:

Link to discovery documents:

 $\frac{\text{https://www.dropbox.com/scl/fo/omuxwm7p9suxvimveouvc/A0sPqD8ZvejGT0BMGKd3eEs?rlkey=6ck3vsozm4b2gfoea86fd9w0&st=12ae4swu&dl=0}{\text{dl9w0&st=12ae4swu}}$ 

Nelson L. Bruce

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Best regards, Leon Bruce

Direct Line: 843-437-7901 Private Correspondence to intended party from: Leon Bruce also known as Nelson leonbruce81@yahoo.com

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